

MAPLE RIVER WATER RESOURCE DISTRICT

Property Owner Information Packet for Cass County Commission

June 17, 2024

PROPERTY OWNER: Sidney Steinweg

ROW NEGOTIATOR: Levi Hanson with
Moore Engineering

PARCEL NO. 32-0000-03006-030

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WRITTEN CORRESPONDENCE TIMELINE

SIDNEY STEINWEG

Parcel Nos.	Sent	Received
Offer to Purchase	4/4/2023	N/A
Formal Negotiations and Written Offer of Just Compensation	11/3/2023	11/7/2023
Request for Meeting	12/5/2023	12/20/2023
Notice of Intent to Take Possession of Necessary Right-of-Way and Temporary Easement	3/7/2024	3/11/2024
Request for Approval to Take Possession of Necessary Right of Way and Temporary Easement	4/19/2024	4/22/2024
Invitation to Attend Public Meeting	4/26/2024	5/1/2024
Commission Meeting Date	June 17, 2024	

CASS COUNTY COMMISSION
CHECKLIST — COMPLIANCE WITH N.D. CENT. CODE § 61-16.1-09(2)
DAVENPORT FLOOD RISK REDUCTION PROJECT

A. Subject Property Information:

1. Landowner: Sidney Steinweg
2. Right of Way Negotiator: Levi Hanson
3. Parcel Nos.: 32-0000-03006-030

B. Verification:

1. NDCC § 61-16.1-09(2)(b)(1)(a) requires the Maple River Water Resource District (“MRWRD”) to conduct 60 days of informal negotiations.
 - Did MRWRD verify at least 60 days of informal negotiations with Landowner:

2. NDCC § 61-16.1-09(2)(b)(1)(b)[1] requires MRWRD to send the landowner an appraisal and written offer for just compensation by certified mail or commercial delivery requiring a signed receipt or other evidence of constructive notice.
3. NDCC § 61-16.1-09(2)(b)(1)(b)[2] requires MRWRD to send Landowner a written request for a meeting by certified mail or commercial delivery requiring a signed receipt [if the parties have not come to an agreement within 15 days of Landowner’s receipt of notice of MRWRD’s offer].
 - Did MRWRD verify it sent Landowner a written request for a meeting by certified mail or commercial delivery, and that Landowner either signed for the notice or had constructive notice: _____
4. NDCC § 61-16.1-09(2)(b)(1)(b)[3] requires MRWRD to send Landowner a written notice of intent to take possession of the right of way easement and temporary easement, by certified mail or commercial delivery requiring a signed receipt [if the parties have not come to an agreement within 30 days of Landowner’s receipt or notice of MRWRD’s invitation to a meeting].
 - Did MRWRD verify it sent a written notice of intent to take possession of the right of way by certified mail or commercial delivery, and that Landowner either signed for the notice or had constructive notice: _____
5. NDCC § 61-16.1-09(2)(b)(2) requires all written communications to Landowner to include contact information for responding to MRWRD and a description of the required negotiation timeline.

- Did MRWRD verify that all written communications to Landowner included contact information for responding to MRWRD and a description of the required negotiation timeline: _____
6. NDCC § 61-16.1-09(2)(b)(3) prohibits a district from including or utilizing any reference to quick take eminent domain during negotiations.
- Did MRWRD verify it did not include or utilize any reference to quick take eminent domain during negotiations: _____

If the Commission answers in the affirmative to the above questions,

RECOMMENDED MOTION:

- I move to authorize the Maple River Water Resource District to utilize quick take eminent domain under Section 61-16.1-09(2) of the North Dakota Century Code to acquire right of way easement and temporary easement rights as necessary to accommodate the Davenport Flood Risk Reduction Project.

April 4, 2023

Sidney Steinweg
6709 Dublin Loop W
Colorado Springs, CO 80918

**RE: Davenport Flood Risk Reduction Project, Davenport, ND
Maple River Water Resource District
Parcel: 32000003006030**

Dear Sidney Steinweg:

As you know, the Maple River Water Resource District (the "District"), with cooperation from the City of Davenport, has spent the last several years planning and developing the Davenport Flood Risk Reduction Project (the "Project"). Project funding has been identified and the District is preparing to proceed with permitting, right of way acquisition, and construction. Moore Engineering ("Moore") is the District's Engineer for the Project, and Levi Hanson from Moore Engineering will be the Land Agent for the District for this project.

The purpose of the Project is to protect the city from overland flooding, with a levee, due to breakouts from the Sheyenne River. The Red River Valley has been in a wetter hydrologic cycle since the mid-1990s. Major flooding occurred in 1997, 2009, 2010 and 2011. FEMA has been updating Flood Insurance Rate Maps (FIRMs) for Cass County beginning after the 1997 flood to determine accurate 1-percent-annual chance water surface elevations, also known as base flood elevations (BFEs). The 1-percent-annual chance event is an event with a 1-percent chance of occurring in any given year and is commonly called a 100-year flood. In Davenport's case, until now, the City was not previously mapped on an effective FIRM map.

Most of the structures in Davenport will be located within the 100-year floodplain soon, based on the preliminary maps and hydraulic models provided by FEMA. In anticipation of the FEMA flood maps going into effect in the next few years, the District and the City developed a proposed flood risk reduction project to protect the community and eliminate the flood insurance requirements for City residents. The Project was put to a vote for the assessment district and the vote overwhelmingly passed.

This District looks forward to working with all landowners in the right-of-way acquisition process, as this is a crucial component of the Project. Acquiring the right-of-way is essential for timely construction and completion of the Project.

The District engaged a certified land appraiser who developed valuations for the right of way necessary for the Project, based on recent comparable land sales in and around the Project area. Those appraised values are outlined in the table below for the total acres the District must acquire from you, along with the District’s right-of-way offer to you. Recognize the Project will require the District to acquire some acres in fee ownership (e.g., levee footprint acres); in addition, the District must also acquire temporary construction easements just for purposes of construction of the Project. The table below outlines those right of way needs along with any existing road right-of-way acreage. The “Existing Road ROW” column below represents acreage already under easement for County Highway 16, including the 33-foot statutory section line easement under N.D. Cent. Code § 24-07-03, and additional right of way granted to the Cass County Highway Department in recorded easements.

Please note the acres shown below represent the total acres needed for the Project.

Item	Total ROW Acres	Existing Road ROW	New ROW Acres	Payment Amount
<i>Fee Title Acres – Levee Property</i> (\$9,000 per acre) Cropland	4.7	-0.26	4.44	\$39,960.00
<i>Temporary Construction Easement</i> (\$500 per acre) Cropland	1.94	-0.1	1.84	\$920.00
<i>Total Payment</i>				\$40,880.00

Enclosed is a Purchase Agreement and the survey(s) that depicts the right-of-way widths and legal descriptions regarding the right of way the District must acquire from you to accommodate the Project. If you have any questions about any of these documents, about the Project, or about the right of way the District must acquire from you, please call me. Otherwise, please date, sign, and return the Purchase Agreement to Moore Engineering, Inc., c/o Levi Hanson. The District requests that you please return your signed Purchase Agreement by 5:00 pm on May 1, 2023. I have included a return envelope with postage for returning the signed Purchase Agreement.

Also, in accordance with the enclosed Purchase Agreement, please provide your property abstract(s) to our office or Ohnstad Twichell’s office in West Fargo so the District may conduct the requisite title review. If you would like the District to obtain any abstracts for you, please indicate to Moore Engineering where each abstract is located. The District will pay the costs of updating all abstracts and the District’s attorney will review the updated abstracts for the purpose of conducting title reviews to verify ownership and to identify any title issues to resolve prior to closing. At closing, when you sign your Warranty Deed or Temporary Construction Easement documents, the District will return your updated abstracts to you, and the District will pay you the price identified in the Purchase Agreement.

If you have any questions regarding the enclosed documents, please do not hesitate to contact me at 701-551-1064 or email me at levi.hanson@mooreengineeringinc.com. We appreciate your cooperation as the District proceeds with this Project. Additional contact information follows at the end of this letter.
Sincerely,

Moore Engineering, Inc.



Levi Hanson
Project Coordinator

Cc: Attorneys for the District & the Secretary-Treasurer for the District

Enclosures:

- 1.) Purchase Agreement
- 2.) Exhibit(s)

Contact information:

Land Agent - Levi Hanson
Moore Engineering, Inc.
444 Sheyenne St. – Suite 300
West Fargo, ND 58078
Phone: 701-551-1064
Email: levi.hanson@mooreengineeringinc.com

Maple River Water Resource District
1201 Main Ave. W.
West Fargo, ND 58078
Phone: 701-298-2381
Email: wrd@casscountynnd.gov

Landowner Rights Information:

If a voluntary acquisition of the right of way across your property is not achieved, it may be necessary to begin exploring the possibility of using eminent domain to acquire the necessary right of way. The North Dakota Attorney General has created a website providing information to landowners who may be impacted by eminent domain. The website, entitled Landowner Rights Under Eminent Domain Laws, can be found at:

<https://attorneygeneral.nd.gov/consumer/resources/landowner-rights-under-eminent-domain-laws>

PURCHASE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2023, by **Darla M. Jelen, as Personal Representative of the Estate of Karen S. Sorby**, with a post office address of 3908 Kodiak Rd NE, Rio Rancho, New Mexico 87144, and **Sidney Steinweg**, with a post office address of **6709 Dublin Loop W, Colorado Springs, CO 80918-1230** (“Seller”); and the **Maple River Water Resource District**, a North Dakota political subdivision, whose post office address is 1201 West Main Ave., West Fargo, North Dakota 58078 (the “District”).

RECITALS

A. The District previously conducted an assessment vote and related legal proceedings to create the DAVENPORT FLOOD RISK REDUCTION PROJECT NO. 2020-01 and its corresponding assessment district to provide flood protection for the City of Davenport and adjacent properties (the “Project”); the District must acquire certain real property interests for purposes of constructing, managing, operating, and maintaining the Project.

B. Seller owns certain real property necessary for the Project, and the District must acquire certain interests in Seller’s property, as more specifically described below, for purposes of constructing, managing, operating, and maintaining the Project.

C. Seller agrees to sell the property described below to the District, and to convey the easement rights described below to the District, all subject to the terms and conditions contained in this Agreement.

In consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Purchase Property.** The District must acquire portions of Seller’s property within the Project footprint that are within the statutory 33-foot section line easement and road right of way under N.D. Cent. Code § 24-07-03. In addition, Cass County has certain easement rights regarding additional right of way for purposes of constructing, operating, and maintaining County Highway 16. The District must also acquire other portions of Seller’s property within the Project footprint beyond the statutory section line and other County Highway right of way. With that in mind, and to clear any title issues regarding the Project, Seller agrees to execute a deed to the District that conveys fee title of the following real property in Cass County, North Dakota:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly

right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the "Purchase Property." Prior to closing, the District will have those access rights regarding the Purchase Property identified in this Agreement.

2. **The Temporary Easement Property.** Seller agrees to grant and convey to the District a Temporary Easement upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the "Temporary Easement Property."

Under the Temporary Easement, Seller will grant to the District, its officers, employees, agents, representatives, and contractors, a temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: temporary access for constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay and silt; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Temporary Easement Property. The District's rights under the Temporary Construction Easement will commence on the date Seller executes the Temporary Construction Easement and will expire on the third anniversary of the date Seller executes the Temporary Construction Easement, unless the District completes construction of the Project sooner, in which case the Temporary Construction Easement will expire upon the District's completion of construction. Prior to closing, the District will have those access rights regarding the Temporary Easement Property identified in this Agreement.

3. **Structures and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, personal property, or other items left on the Purchase Property or the Temporary Easement Property on the date of Seller's execution of this Agreement will automatically become the District's property, without the need for any bill of sale or any other written instrument or agreement; the District may remove any buildings, structures, personal property, or other items from the Purchase Property or the Temporary Easement Property, at its sole discretion and at its sole cost.

4. **Utility Easements.** As a material portion of the consideration given in this transaction and as a condition of closing, Seller agrees to grant to the District utility easements or other easements, including easements in favor of third parties, over, in, under, across, and through Seller's property, as necessary to accommodate the Project.

5. **Warranty of Title.** Seller warrants that Seller is the fee simple owner of the Purchase Property and the Temporary Easement Property; that Seller has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Purchase Property or the Temporary Easement Property, or any portions of those parcels; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Purchase Property or the Temporary Easement Property, or any portions of those parcels; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Purchase Property or the Temporary Easement Property, or any portions of those parcels. Seller will release, hold harmless, defend, and indemnify the District and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or

in any way related to any title defects or related damages arising from title defects regarding the Purchase Property or the Temporary Easement Property. Seller will not grant, sell, convey, or in any way encumber the Purchase Property or the Temporary Easement Property prior to the parties' closing.

6. **Purchase Price.** Portions of the Purchase Property are within the statutory section line easement and other portions are already subject to a County road easement; with that in mind, the parties agree Seller is not entitled to additional compensation for those portions of the Purchase Property. With regard to the additional acres that are not within the statutory section line right of way or County road right of way, the purchase price for the Purchase Property is **\$39,960.00**; and the purchase price for the Temporary Easement is **\$920.00** for a total purchase price of **\$40,880.00** (the "Purchase Price"). The District will pay Seller the Purchase Price less any amounts required to satisfy and release any mortgages, liens, or encumbrances affecting the Purchase Property and the Temporary Easement Property by check at closing. Subject to the provisions of this Agreement, Seller specifically acknowledges the Purchase Price paid by the District under this Agreement represents full and final payment to Seller as compensation or damages regarding the Purchase Property, the Temporary Easement Property, any of Seller's remaining property, or the Project, and that Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority.

7. **Crop Damages.** The District will place stakes on the Purchase Property prior to spring planting in 2024, and, if necessary, in 2025 and 2026; any planting inside of the stakes is at the risk of Seller or any of Seller's tenants, and the District will not reimburse Seller or any of Seller's tenants for any crop damages regarding any property inside the stakes placed by the District. In the event the District does not commence construction of the Project in 2024, the District will not reimburse Seller for lost profits or lost rent regarding any of the Purchase Property inside the stakes. While the parties anticipate construction will commence in 2024, in the event the District determines that construction will not occur in 2024, the District may remove the stakes prior to spring planting in 2024 and Seller may plant within the previously staked area, in which event the District shall not be responsible for crop damages for 2024.

8. **Closing.** Closing will occur as soon as reasonably possible following the District's receipt of Seller's updated abstract, unless extended for purposes of correcting title, or unless otherwise agreed by the parties. At closing, Seller will execute and deliver to the District a Warranty Deed conveying good and marketable title to the Purchase Property, free and clear of all mortgages, liens, or any other encumbrances. In addition, Seller will execute and deliver to the District a Temporary Easement conveying the easement rights described above to the District regarding the Temporary Easement Property. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing.

9. **Tenants.** Seller will promptly notify any of Seller's tenants of the Project, of the District's immediate rights under this Agreement, and of the potential for disruption of any tenant's farming activities prior to closing; the District will not be liable or otherwise responsible to any of Seller's tenants for interference with any tenant's farming activities.

10. **Title Examination.** Within 10 days of Seller's execution of this Agreement, Seller will furnish the District with a duly certified Abstract of Title to the Purchase Property and the Temporary Easement Property. The District will update Seller's Abstract of Title, at the District's sole cost, and if the title to the Purchase Property or the Temporary Easement Property, or any portions of those parcels, is unmarketable, Seller will cooperate with the District to clear any title defects and to render title marketable.

11. **Taxes.** With regard to the Purchase Property, Seller agrees to pay all taxes and special assessments or assessments for special improvements due, levied, or assessed for the year 2022, which are due and payable in 2023 and all prior years. If the closing occurs in 2023, the parties will prorate all real estate taxes and special assessments or assessments for special improvements for the year 2023 with respect to the Purchase Property as of the date of closing of this transaction. With regard to the Temporary Easement Property, Seller is solely responsible for paying all taxes and special assessments or assessments for special improvements due, levied, or assessed for all taxes and assessments; the District will not be responsible for payment of any taxes or assessments regarding the Temporary Easement Property at any time.

12. **Closing Costs.** The District will be responsible for the costs of updating abstracts regarding the Purchase Property and the Temporary Easement Property; title examination fees; preparation of the Warranty Deed and the Temporary Easement; preparation of this Agreement; preparation and expenses of any survey; and all costs related to title examination. The District will be responsible for the costs of preparation of and recording expenses regarding all releases, satisfactions, and title corrective documents. Seller will be responsible for all other costs associated with correcting title defects.

13. **Access.** Prior to closing, the District will have immediate access to the Purchase Property and the Temporary Easement Property as follows:

- A. **Access to the Purchase Property.** Following the execution of this Agreement by Seller, and before closing, Seller authorizes the District, and its officers, agents, representatives, employees, and contractors, to enter upon and have access to the Purchase Property for the following purposes: ingress and egress in, on, over, across, and through the Purchase Property; constructing, cleaning out, reconstructing, modifying, operating, maintaining, and improving the Project; excavating, piling, storing, depositing, spoiling, spreading, or removing excavated dirt, soil, clay, silt, or other materials on or from the Purchase Property; moving, storing, and removing equipment and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Purchase Property; and any other work necessary and incident to the extension, construction,

and improvement of the Project. Seller will not disturb, injure, or in any manner interfere with the District's access to or use of the Purchase Property for purposes of the Project before or after closing.

B. Access to the Temporary Easement Property. Following the execution of this Agreement by Seller, and before closing, Seller authorizes the District, and its officers, agents, representatives, employees, and contractors, to enter upon and have access to the Temporary Easement Property for the following purposes: temporary ingress and egress in, on, over, through, and across the Temporary Easement Property; constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Temporary Easement Property as necessary to accommodate the Project, and related appurtenances; moving, storing, and removing construction equipment and supplies on the Temporary Easement Property; erecting and removing temporary structures on the Temporary Easement Property; removing trees, underbrush, obstructions, and any other vegetation, structures or obstacles on the Temporary Easement Property; excavating, piling, storing, depositing, spoiling, spreading, or removing excavated dirt, soil, clay, or silt, on or from the Temporary Easement Property; performing any other work necessary and incident to the construction and improvement of the Project, but not including the construction of the Project on the Temporary Easement Property itself. Seller will not disturb, injure, or in any manner interfere with the District's access to or use of the Temporary Easement Property for purposes of the Project before or after closing.

14. **Forbearance or Waiver.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

15. **Survival.** The terms of this Agreement will survive the closing on the Purchase Property and the Temporary Easement Property.

16. **Assignment.** Neither party will transfer or assign this Agreement, or any rights or obligations under this Agreement, without the express written consent of the other party.

17. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

18. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and

enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal or unenforceable.

19. **Entire Agreement.** This Agreement, together with the relevant closing documents, as well as the Warranty Deed and Temporary Easement, and including any amendments to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

20. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

21. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement will be binding upon the parties' successors and assigns.

22. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

23. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

24. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

25. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

MAPLE RIVER WATER
RESOURCE DISTRICT

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke-Lewis
Secretary-Treasurer

Date: _____, 2023

Seller:

Darla M. Jelen, as Personal Representative
of the Estate of Karen S. Sorby

Date: _____, 2023

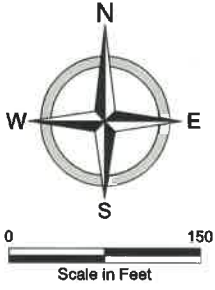
Seller:

Sidney Steinweg

Date: _____, 2023

CERTIFICATE OF SURVEY

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 137 NORTH, RANGE 51 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



BASIS OF BEARING:
THE EAST LINE OF THE NE1/4 OF SECTION 2, T137N, R51W HAS AN ASSUMED BEARING OF S02°33'38"E

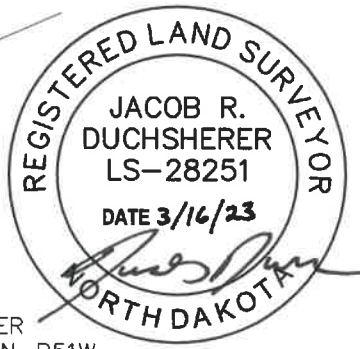
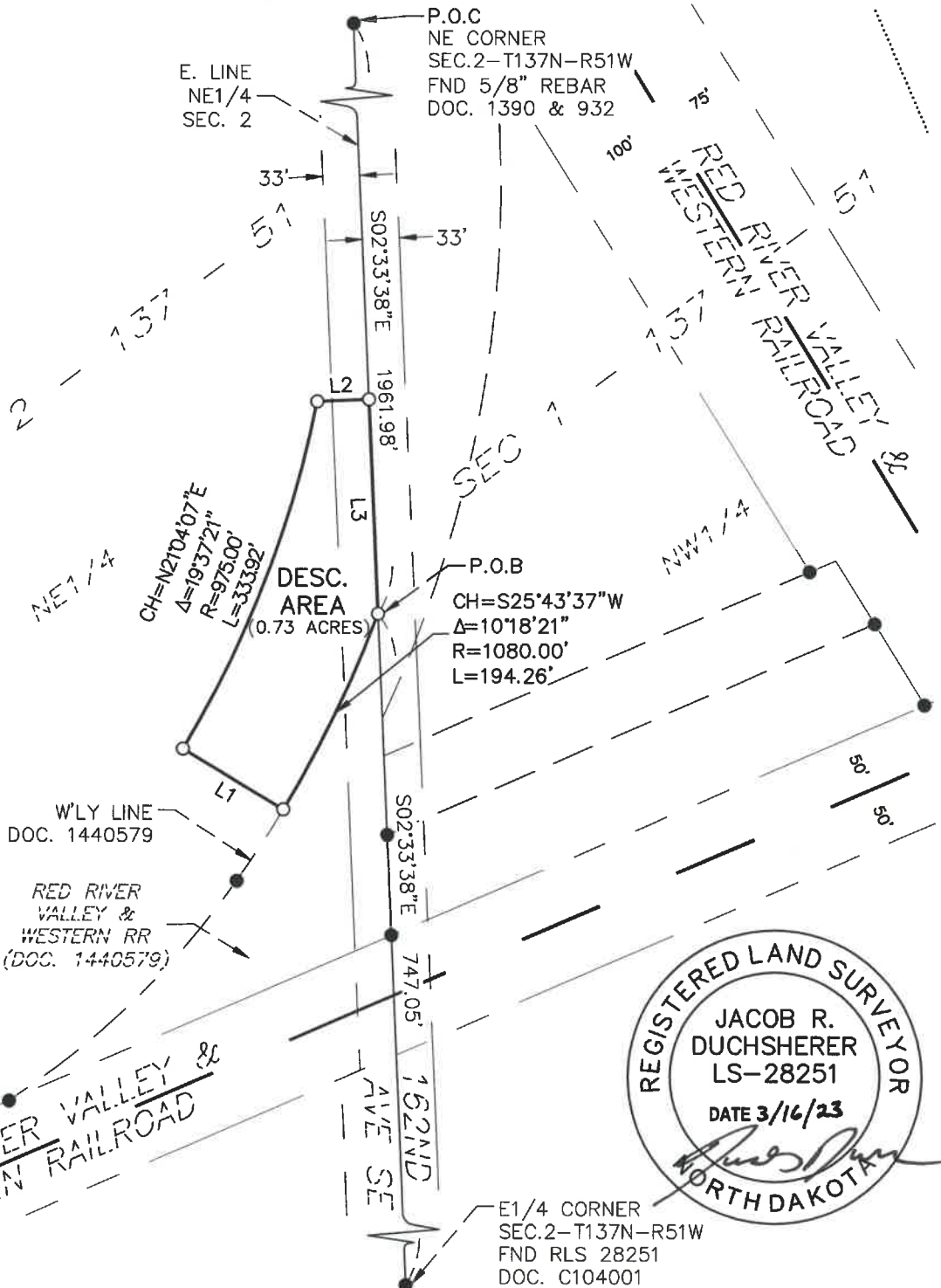
LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH PINK PLASTIC CAP #28251
- P.O.B POINT OF BEGINNING
- P.O.C POINT OF COMMENCEMENT

DESCRIBED AREA
TOTAL PROPOSED AREA = 0.73 ACRES

AREA DESCRIBED LESS STATUTORY ROAD RIGHT OF WAY = 0.56 ACRES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	105.00'	N59°07'12"W
L2	46.37'	N87°26'21"E
L3	191.46'	S02°33'38"E



DESCRIPTION

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.


Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATE OF SURVEY

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 137 NORTH, RANGE 51 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.



Jacob R. Duchsherer, R.L.S.
N.D. License No. LS-28251
Date: 3/16/2023



State of North Dakota)
County of Cass)

On this 16th day of March, 2023, before me, a Notary Public in and for said county and state, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.

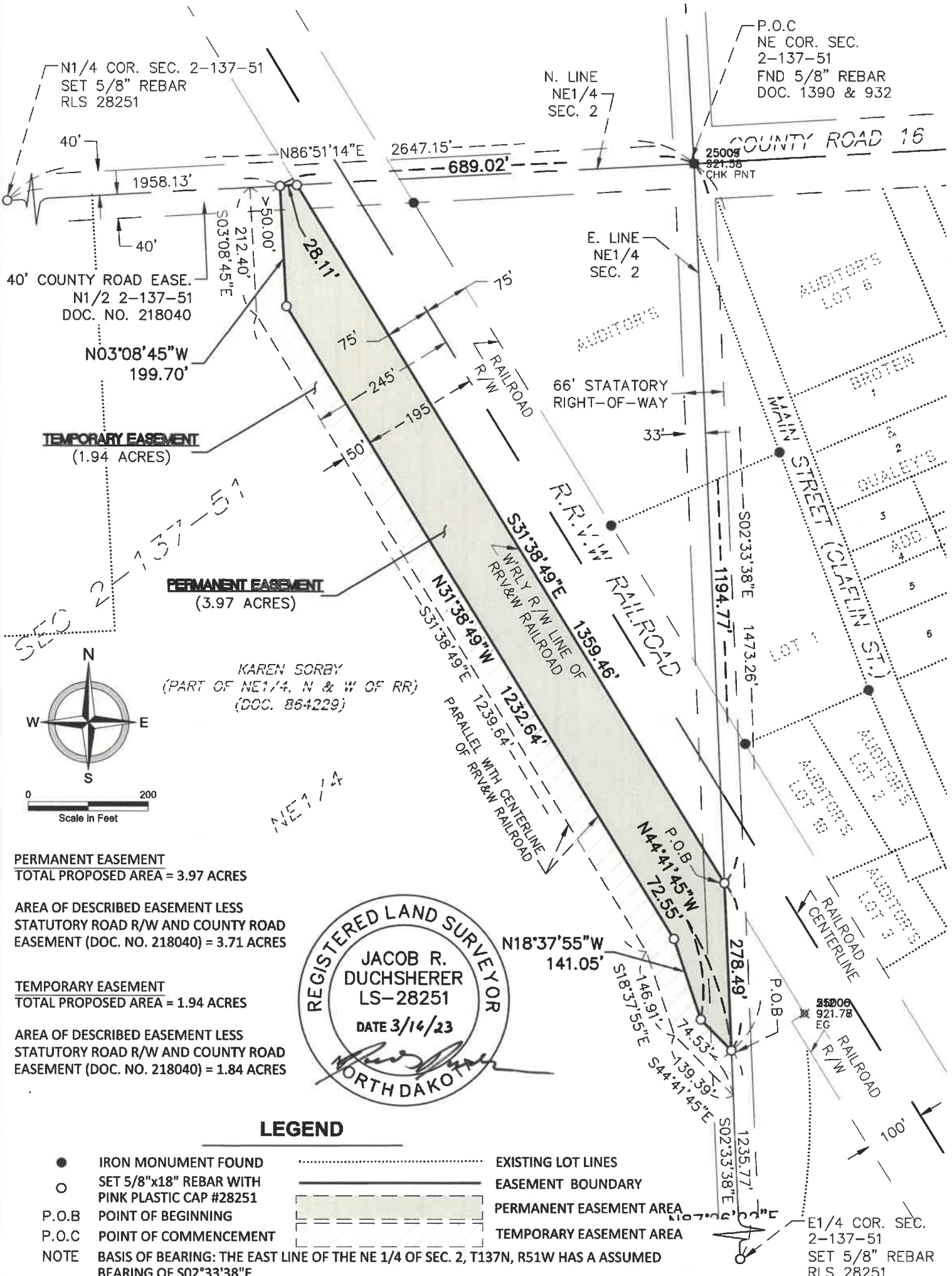
ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025



Notary Public, Cass County, North Dakota

EASEMENT EXHIBIT

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 137 NORTH, RANGE 51 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

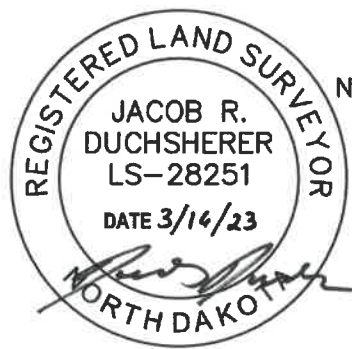


PERMANENT EASEMENT
 TOTAL PROPOSED AREA = 3.97 ACRES

AREA OF DESCRIBED EASEMENT LESS STATUTORY ROAD R/W AND COUNTY ROAD EASEMENT (DOC. NO. 218040) = 3.71 ACRES

TEMPORARY EASEMENT
 TOTAL PROPOSED AREA = 1.94 ACRES

AREA OF DESCRIBED EASEMENT LESS STATUTORY ROAD R/W AND COUNTY ROAD EASEMENT (DOC. NO. 218040) = 1.84 ACRES



LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH PINK PLASTIC CAP #28251
- P.O.B POINT OF BEGINNING
- P.O.C POINT OF COMMENCEMENT
- NOTE BASIS OF BEARING: THE EAST LINE OF THE NE 1/4 OF SEC. 2, T137N, R51W HAS A ASSUMED BEARING OF S02°33'38"E
- EXISTING LOT LINES
- EASEMENT BOUNDARY
- PERMANENT EASEMENT AREA
- TEMPORARY EASEMENT AREA

PROJECT No.	19611
DATE:	06.14.22
REVISED:	03.13.23
DRAFTER:	JRD
REVIEWER:	CDH



EASEMENT EXHIBIT

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 137 NORTH, RANGE 51 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

DESCRIPTION - PERMANENT EASEMENT

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

DESCRIPTION - TEMPORARY EASEMENT

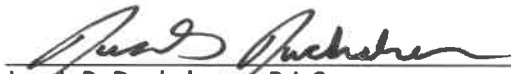
That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

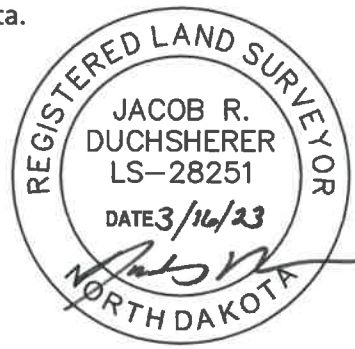
Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.


Jacob R. Duchsherer, R.L.S.
N.D. License No. LS-28251
Date: 3/16/2023



State of North Dakota)
County of Cass)

On this 16th day of March, 2023, before me, a Notary Public in and for said county and state, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.

ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025


Notary Public, Cass County, North Dakota



Maple River
Water Resource
District

Rodger Olson
Chairman
Leonard, North Dakota

Gerald Melvin
Manager
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

November 3, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Sidney Steinweg
6709 Dublin Loop W.
Colorado Springs, CO 80918-1230
Certified No. 7020 3160 0002 3198 5300

Darla M. Jelen
3908 Kodiak Rd NE
Rio Rancho, New Mexico 87144
Certified No. 7020 3160 0002 3198 5317

Juli L. Dyre
17838 Goldeneye Lane
Park Rapids, Minnesota 56470
Certified No. 7020 3160 0002 3198 5324

Re: Maple River Water Resource District
Davenport Flood Risk Reduction Project No. 2020-01
Formal Negotiations and Written Offer of Just Compensation
Parcel No.: 32-0000-03006-030

Greetings:

The Maple River Water Resource District (the "District") is in the process of acquiring property interests necessary for the Davenport Flood Risk Reduction Project No. 2020-01 (the "Project"), and the District has been in discussions with you regarding right of way the District must acquire from you to accommodate the Project. The District directed me to provide you this letter as the District's formal offer to purchase a right of way easement from you. More specifically, to accommodate the Project, the District must acquire a right of way easement from you over property located in Cass County and identified as Parcel Identification Number 32-0000-03006-030. The legal description of the property to be acquired is:

Right of Way Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract

Carol Harbeke Lewis
Secretary-Treasurer

1201 West Main Avenue
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
www.casscountynđ.gov

described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

Temporary Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Enclosed is an appraisal regarding the value of the right of way easement the District must acquire from you, as determined by a licensed North Dakota appraiser. As you can see from the appraisal, the appraiser indicated the value of the right of way easement the District must acquire from you is \$44,240.00. The District approved the appraisal, and this letter is the District's offer to you in the amount of \$44,240.00 as just compensation to purchase the right of way easement from you for the Project. If you are willing to accept the District's offer, please sign the enclosed *Purchase Agreement* and return it to the District in the enclosed self-addressed, stamped envelope.

You are encouraged to maintain contact with the land agent assigned to your property. **Levi Hanson** of Moore Engineering, Inc. can be reached at (701) 551-1064 or levi.hanson@mooreengineeringinc.com. Levi Hanson is your point of contact for

Steinweg, et al
Parcel No. 32-0000-03006-030
November 3, 2023
Page 4

getting answers to any questions you have about the Project and acquisition of the right of way easement from you for the Project.

For your information, North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement. If you do not accept the District's offer of just compensation and do not return a signed purchase agreement within fifteen (15) days, the District will send you a written request to discuss the Project and the required right of way easement to be acquired at an upcoming Maple River Water Resource District meeting. Ultimately, the District must conclude all negotiations and complete all acquisitions by Spring 2024.

We look forward to reaching a mutually acceptable agreement to resolve this matter. Thank you for your consideration.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT



Carol Harbeke Lewis, Secretary-Treasurer
Maple River Water Resource District
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynd.gov

Enclosures: 1. Narrative Appraisal Report
2. Purchase Agreement
3. Self-Addressed/Stamped Envelope

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney

**PURCHASE AGREEMENT
(RIGHT OF WAY EASEMENT)**

THIS AGREEMENT is made this ____ day of _____, 2023, by **Sidney Steinweg**, with a post office address of 6709 Dublin Loop W., Colorado Springs, Colorado 80918-1230; **Darla M. Jelen**, with a post office address of 3908 Kodiak Rd NE, Rio Rancho, New Mexico 87144; **Juli L. Dyre**, with a post office address of 17838 Goldeneye Lane, Park Rapids, Minnesota 56470 (“Seller”); and the **Maple River Water Resource District**, a North Dakota political subdivision, with a post office address of 1201 West Main Ave., West Fargo, North Dakota 58078, (the “District”).

RECITALS

A. The District previously conducted an assessment vote and related legal proceedings to create the DAVENPORT FLOOD RISK REDUCTION PROJECT NO. 2020-01 and its corresponding assessment district to provide flood protection for the City of Davenport and adjacent properties (the “Project”); the District must acquire certain real property interests for purposes of constructing, managing, operating, and maintaining the Project.

B. Seller owns certain real property necessary for the Project, and the District must acquire certain interests in Seller’s property, as more specifically described below, for purposes of constructing, managing, operating, and maintaining the Project.

C. Seller agrees to sell the property described below to the District, and to convey the easement rights described below to the District, all subject to the terms and conditions contained in this Agreement.

In consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Right of Way Easement Property.** Seller agrees to sell, and the District agrees to purchase, a Right of Way Easement in, on, over, under, across and through the following real property in Cass County, North Dakota:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to

the westerly line of that certain tract described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter;

thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the “Right of Way Easement Property.”

Under this Agreement, Seller will grant and convey to the District, and the District’s officers, assigns, employees, agents, representatives, and contractors, a permanent and perpetual right of way easement upon, over, in, under, across, and through the Right of Way Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, managing, modifying, operating, maintaining, repairing, and improving the Project and related appurtenances, including a channel and side slopes with containment berms, retention structures, wetland features, river control structures, mobility improvements, recreational facilities, utilities determined in the discretion of the District to be necessary as a result of the Project in order to accommodate the Project (including the right to grant or permit third-party utility providers to utilize the Right of Way Easement Property for utility purposes) and other improvements; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; inundating the Right of Way Easement Property with water; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Right of Way Easement Property; planting vegetation and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, management, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Right of Way Easement Property. The District is not responsible for pre-existing environmental contamination or liabilities.

2. **The Temporary Easement Property.** Seller agrees to grant and convey to the District a Temporary Easement upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West

for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the “Temporary Easement Property Easement Property.”

Under the Temporary Easement, Grantor will grant to the District, its officers, employees, agents, representatives, and contractors, a temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: temporary access for constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay and silt; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Temporary Easement Property. The District's rights under the Temporary Easement will commence on the date Grantor executes the Temporary Easement and will expire on the third anniversary of the date Grantor executes the Temporary Easement, unless the District completes construction of the Project sooner, in which case the Temporary Easement will expire upon the District's completion of construction. Prior to closing, the District will have those access rights regarding the Temporary Easement Property identified in this Agreement.

3. **Fixtures, Structures, and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Right of Way Easement Property and the Temporary Easement Property on the date of closing will automatically become the District's property, without the need for any bill of sale or any other written instrument or agreement. Seller shall not remove any property considered a portion of the real estate (fixtures, materials or improvements), nor salvage any materials from the Right of Way Easement Property or the Temporary Easement Property.

4. **Purchase Price.** The purchase price for the easement rights being acquired in and to the Right of Way Easement Property is \$42,300.00, plus the purchase price for the easement rights being acquired in and to the Temporary Easement Property in the amount of \$1,940.00, for a total purchase price of \$44,240.00 (the "Purchase Price"). The District will pay Seller \$44,240.00, less any amounts required to satisfy and release any mortgages, liens, or encumbrances affecting the Right of Way Easement Property and the Temporary Easement Property, by check at closing. Seller further acknowledges the Purchase Price paid by the District under this Agreement represents full and final payment to Seller as compensation or damages regarding the Right of Way Easement Property and the Temporary Easement Property; any and all severance damages; any buildings, structures, fixtures, personal property, or other items left on the Right of Way Easement Property and the Temporary Easement Property; or the Project. Subject to the provisions on relocation assistance described more fully below, if applicable, Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.

5. **Relocation Assistance.** As a direct result of the Project, Seller may qualify as a "displaced person", as that term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, et seq.), and under Chapter 54-01.1 of the North Dakota Century Code, as amended. Under State and Federal law, Seller may qualify for relocation assistance payments. However, the parties agree the Purchase Price does not contemplate any relocation assistance payments; rather, if Seller qualifies as a "displaced person", and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments, if any, in a separate written agreement between the parties.

6. **Closing and Possession.** Closing will occur on or before _____, 20__, unless extended for purposes of correcting title or unless otherwise agreed by the parties. At closing, Seller will execute and deliver to the District a Right of Way Easement conveying good and marketable title to the easement rights described above in and to the Right of Way Easement Property free and clear of all mortgages, liens, or any other encumbrances. In addition, Seller will execute and deliver to the District a Temporary Easement conveying the easement rights described above, to the District free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing. The District's easement rights in and to the Right of Way Easement Property and Temporary Easement Property shall commence at closing.

7. **Tenants**. If applicable, Seller will promptly notify any of Seller's Tenants of this Agreement, of the Project, of the District's rights under this Agreement, and of the potential for disruption of any Tenants' rights regarding the Right of Way Easement Property and the Temporary Easement Property prior to closing. Additionally, Seller will promptly provide the District with any Tenants' contact information. The District will not be liable or otherwise responsible to any of Seller's Tenants for interference with any Tenants' rights regarding the Right of Way Easement Property and the Temporary Easement Property.

8. **Taxes**. Seller is solely responsible for paying all taxes and special assessments or assessments for special improvements due, levied, or assessed for all taxes and assessments with respect to the Right of Way Easement Property and the Temporary Easement Property; the District will not be responsible for payment of any taxes or assessments regarding the Right of Way Easement Property and the Temporary Easement Property at any time.

9. **Risk of Loss**. Seller shall remain responsible for all taxes, mortgage payments, insurance premiums and bear the risk of loss up to and through the date of closing with respect to general liability, liability for personal injury, and any damage or casualty loss, or resulting from the use, occupancy and maintenance of the Right of Way Easement Property and the Temporary Easement Property.

10. **Closing Costs**. The District will be responsible for the costs of updating Abstracts, title examination fees, preparation of the Right of Way Easement, preparation of the Temporary Easement, preparation of this Agreement, preparation and expenses of any survey, and all costs related to title examination. Seller will be responsible for the costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.

11. **Forbearance or Waiver**. The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

12. **Survival**. The terms of this Agreement will survive the closing on the Right of Way Easement Property and the Temporary Easement Property.

13. **Assignment**. Seller will not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the District.

14. **Governing Law**. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

15. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.

16. **Entire Agreement.** This Agreement, together with the relevant closing documents, as well as the Right of Way Easement, and the Temporary Easement, and including any amendments to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

17. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

18. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

19. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

20. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

21. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

22. **Counterparts.** This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

MAPLE RIVER WATER RESOURCE
DISTRICT

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

SELLER

SIDNEY STEINWEG

SELLER

DARLA M. JELEN

SELLER

JULI L. DYRE

4864-2121-9188, v. 2

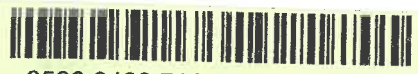
7020 3160 0002 3198 5300

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For delivery information, visit our website at www.usps.com ®.	
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Certified Mail Fee \$ <u>4.35</u>	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ <u>3.55</u>	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ <u>3.20</u>	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>4.23</u>	
Total Postage and Fees \$ <u>12.13</u>	
From Sidney Steinweg KLT 6709 Dublin Loop W. Maple River WRD Colorado Springs, CO 80918-1230 #17-0003-08	
PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Sidney Steinweg</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Sidney Steinweg</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <div style="text-align: center;"> </div>																
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Sidney Steinweg 6709 Dublin Loop W. Colorado Springs, CO 80918-1230 </div>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<p>2. Article Number (Transfer from service label)</p> <p>7020 3160 0002 3198 5300</p>																	
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Certified Mail Fee \$ <i>4.35</i>	Postmark Here
Extra Services & Fees (check box, add to postage rate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ <i>3.50</i>	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ <i>4.23</i>	
Total Postage and Fees \$ <i>12.13</i>	
Sent To \$ <i>Juli L. Dyre</i> KLT 17838 Goldeneye Lane Maple River WRD Park Rapids, MN 56470 #17-0003-08	
<small>PS Form 3811, July 2020 PSN 7530-02-000-9053 See Reverse for Instructions</small>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>Juli Dyre</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to: Juli L. Dyre 17838 Goldeneye Lane Park Rapids, MN 56470	B. Received by (Printed Name) <i>Judi Dyre</i> C. Date of Delivery <i>11-8-23</i>
2. Article Number (Transfer from service label) 7020 3160 0002 3198 5324	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No
 9590 9402 7165 1251 0017 33	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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Certified Mail Fee	\$ 4.35	Postmark Here <i>NOV 6 2023</i>
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.55	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	Postage
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$ 4.23	Total Postage and Fees
Total Postage and Fees	\$ 12.13	

Darla M. Jelen
 3908 Kodiak Rd NE
 Rio Rancho, NM 87144

Maple River WRD
 #17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9053 *or Instructions*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Darla Jelen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Darla Jelen</i></p> <p>C. Date of Delivery <i>Nov 6, 23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																	
<p>1. Article Addressed to:</p> <p>Darla M. Jelen 3908 Kodiak Rd NE Rio Rancho, NM 87144</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 7165 1251 0017 40</p> <p>7020 3160 0002 3198 5317</p>	<p>S Form 3811, July 2020 PSN 7530-02-000-9053</p> <p>Domestic Return Receipt</p>																	



CERTIFIED MAIL – RETURN RECEIPT REQUESTED

**Maple River
Water Resource
District**

December 5, 2023

Rodger Olson
Chairman
Leonard, North Dakota

Sidney Steinweg
6709 Dublin Loop W
Colorado Springs, CO 80918-1230
Certified No. 7020 3160 0002 3198 5331

Gerald Melvin
Manager
Buffalo, North Dakota

Darla M. Jelen
3908 Kodiak Road NE
Rio Rancho, NM 87144
Certified No. 7020 3160 0002 3198 7014

Chad Miller
Manager
Buffalo, North Dakota

Juli L. Dyre
17838 Goldeneye Lane
Park Rapids, MN 56470
Certified No. 7020 3160 0002 3198 7021

Greetings:

RE: Maple River Water Resource District
Davenport Flood Risk Reduction Project No. 2020-01
Request for Meeting
Parcel No.: 32-0000-03006-030

As you know, the Maple River Water Resource District (the “District”) is in the process of developing the Davenport Flood Risk Reduction Project No. 2020-01 (the “Project”). The District previously provided you a letter dated November 3, 2023; a copy of the District’s appraisal for your right of way (permanent and temporary); and a Purchase Agreement as the District’s offer of just compensation to purchase the right of way from you to accommodate the Project. The District’s letter specifically described the right of way the District must acquire from you for the Project. We have not received a signed Purchase Agreement from you, and we have not otherwise arrived at mutually acceptable terms regarding the District’s purchase of the right of way from you to accommodate the Project.

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
casscountynд.gov

The District would like to discuss the District’s offer to purchase the right of way from you at an upcoming meeting. The District requests your participation at the District’s next meeting, on **January 4, 2024, at 9:00 a.m.** at the District’s office, located at 1201 Main Avenue West in West Fargo. Alternatively, you may attend virtually through Microsoft Teams or by telephone. If you prefer to participate virtually, please call the District office (701-298-2381) at least 24 hours in advance of the meeting so we can provide you the call-in information or the Microsoft Teams link.

Sidney Steinweg
Darla M. Jelen
Juli L. Dyre
Parcel No. 32-0000-03006-030
Page 2
December 5, 2023

The District hopes you will attend the January 4th meeting, either in person or virtually via Microsoft Teams or telephone, to discuss the Project and the right of way the District must acquire from you to accommodate the Project.

Levi Hanson of Moore Engineering, Inc., is the District's land agent for the Project and Levi will be your point of contact for any questions you have about the Project or the right of way the District must acquire from you. You can contact Levi Hanson at **(701) 551-1064** or by email at **levi.hanson@mooreengineeringinc.com**.

North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way. The District must conclude all negotiations and complete the acquisition of the right of way necessary for construction of Project components on your property by Spring 2024.

The District hopes you will attend the District's January 4th meeting to discuss the Project and the right of way the District must acquire from you. The District looks forward to meeting with you.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT



Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynd.gov

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney
Katherine Naumann, Assistant Cass County State's Attorney

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$.63

Total Postage and Fees \$ 8.53

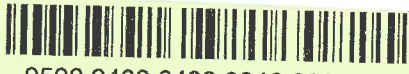
Sent To

Sidney Steinweg
6709 Dublin Loop W.
Colorado Springs, CO 80918-1230

Maple River WRD
#17-0003-08

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DEC 05 2023
WEST FARGO, ND 58078

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<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Sidney Steinweg</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Sidney Steinweg</i> <i>12/20/23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Sidney Steinweg 6709 Dublin Loop W. Colorado Springs, CO 80918-1230</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p style="text-align: center;">  9590 9402 6499 0346 6385 09 </p> <p>2. Article Number (Transfer from service label) 7020 3160 0002 3198 5331</p>	<p style="text-align: right;">Domestic Return Receipt</p>

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Extra Services & Fees (check box, add fee to appropriate)

Return Receipt (hardcopy) \$ 3.35

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 0.63

Total Postage and Fees \$ 8.50

Juli L. Dyre KLT
 17838 Goldeneye Lane Maple River WRD
 Park Rapids, MN 56470 #17-0003-08

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 DEC 05 2023
 WEST FARGO, ND 58078

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature x <u>Juli Dyre</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Juli Dyre</u> C. Date of Delivery <u>12-12-23</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Juli L. Dyre 17838 Goldeneye Lane Park Rapids, MN 56470</p> <p>9590 9402 7165 1251 0028 53</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7020 3160 0002 3198 7021</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

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Extra Services & Fees (check box, add fees as appropriate)	\$	3.55
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$.63
Total Postage and Fees	\$	8.53

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DEC 05 2023
KLT
WEST FARGO ND 58078
#17-0003-08

Darla M. Jelen
3908 Kodiak Rd NE
Rio Rancho, NM 87144

PS Form 3800, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions



March 7, 2024

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maple River
Water Resource
District

Sidney Steinweg
6709 Dublin Loop W.
Colorado Springs, CO 80918-1230
Certified No. 7018 0680 0001 4854 8585

Rodger Olson
Chairman
Leonard, North Dakota

Re: Maple River Water Resource District
Davenport Flood Risk Reduction Project No. 2020-01
**NOTICE OF INTENT TO TAKE POSSESSION OF RIGHT OF
WAY EASEMENT AND TEMPORARY EASEMENT**
Parcel No.: 32-0000-03006-030

Gerald Melvin
Manager
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

Greetings:

As you know, the Maple River Water Resource District (the “District”) is in the process of developing the Davenport Flood Risk Reduction Project No. 2020-01 (the “Project”). On behalf of the District, I previously provided you a letter dated November 3, 2023, a copy of the District’s appraisal for your right of way easement and temporary easement, and a purchase agreement as the District’s offer of just compensation to purchase a right of way easement and temporary easement from you. In addition, I also provided you a letter dated December 5, 2023, to invite you to meet with the District for purpose of discussing the acquisition of a right of way easement and temporary easement in and to your property. The parties have conducted the informal and formal negotiation procedures required by law but, unfortunately, the parties have not yet reached a mutually-acceptable agreement regarding compensation for the District’s purchase of the right of way easement and temporary easement from you to accommodate the Project.

This letter is the District’s NOTICE OF INTENT TO TAKE POSSESSION OF RIGHT OF WAY EASEMENT AND TEMPORARY EASEMENT. If we do not have an agreement, the District will be requesting approval from the Cass County Commission to take possession of a right of way easement and a temporary easement in and to your property. The County will provide you with at least 30 days’ notice of a public meeting, and will invite you to the meeting, to discuss the District’s request.

Melissa Hinkemeyer
Secretary-Treasurer

1201 West Main Avenue
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
www.casscountynд.gov

Steinweg
Parcel No. 32-0000-03006-030
March 7, 2024

Page 2

This NOTICE does not preclude the parties from continuing negotiations. The District still hopes the parties can arrive at a mutually-acceptable agreement.

You are encouraged to maintain contact with the land agent assigned to your property. **Levi Hanson of Moore Engineering, Inc.** can be reached at (701) 551-1064 or levi.hanson@mooreengineeringinc.com. **Levi Hanson** is your point of contact for getting answers to any questions you have about the Project and acquisition of the right of way and temporary easement from you for the Project.

North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement temporary easement. Ultimately, the District must conclude all negotiations and complete all acquisitions by Spring 2024.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer, Secretary
Maple River Water Resource District
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
HinkemeyerM@casscountynd.gov

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney
Katherine Naumann, Assistant Cass County State's Attorney

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Sidney Steinweg KLT
 6709 Dublin Loop W. Maple River WRD
 Colorado Springs, CO 80918-1230 #17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<p>1. Article Addressed to:</p> <p>Sidney Steinweg 6709 Dublin Loop W. Colorado Springs, CO 80918-1230</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restrict Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7018 0680 0001 4854 8585</p>	
<p>9590 9402 7165 1251 0030 03</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

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Maple River
Water Resource
District

Rodger Olson
Chairman
Leonard, North Dakota

Gerald Melvin
Manager
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

Melissa Hinkemeyer
Secretary-Treasurer

1201 West Main Avenue
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrld@casscountynynd.gov
www.casscountynynd.gov

April 19, 2024

SENT VIA EMAIL wilsonro@casscountynynd.gov

Robert Wilson, Cass County Administrator
Cass County Commission
211 Ninth Street South
Fargo, ND 58103

Re: Maple River Water Resource District
Davenport Flood Risk Reduction Project
Request for Approval to Take Possession of Necessary Right of
Way Easement and Temporary Easement
Parcel Nos.: 32-0000-03006-030

Greetings Mr. Wilson:

As you know, the Maple River Water Resource District (the "District") is in the process of acquiring the right of way necessary for the Davenport Flood Risk Reduction Project ("Project"). I previously copied you on the following letters whereby the District sought to negotiate the acquisition of a right of way easement and temporary easement from Sidney Steinweg (the "Landowner"):

- Letter dated November 3, 2023, enclosing the District's appraisal for the acquisition of the right of way easement and temporary easement from the Landowner and a proposed Purchase Agreement;
- Letter dated December 5, 2023, inviting the Landowner to meet with the District for purposes of negotiating compensation for the right of way easement and temporary easement to be acquired; and
- Letter dated March 7, 2024, notifying the Landowner the District planned to submit a request to the Cass County Commission seeking immediate possession of the right of way easement and temporary easement necessary for the Project.

The District has conducted months of negotiations with the Landowner to arrive at a mutually acceptable agreement for the District's purchase. More specifically, the District engaged in both informal and

Steinweg
Parcel No. 32-0000-03006-030
April 19, 2024

Page 2

formal negotiations with the Landowner, as required under N.D. Cent. Code § 61-16.1-09(2)(b), in an effort to reach agreement regarding fair compensation to the Landowner for the acquisition of the necessary right of way easement and temporary easement in, on, over, across, and through certain property owned by the Landowner in Cass County, North Dakota. The legal description of the necessary right of way easement and temporary easement is as follows:

Right of Way Easement:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract

described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

4877-1184-7607, v. 3

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

Temporary Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

As you may recall, in 2017, the North Dakota Legislature modified the process for water resource districts to acquire immediate possession of right of way necessary for water projects; the new process is set forth in Section 61-16.1-09(2)(b). The District has followed all of the necessary steps under the statute; unfortunately, the parties have not reached a mutually acceptable agreement. Under the new acquisition process enumerated in Section 61-16.1-09(2)(b)(3), the District must next seek the County Commission's approval to proceed further, and to ultimately utilize quick take eminent

Steinweg
Parcel No. 32-0000-03006-030
April 19, 2024

Page 5

domain to take possession of the right of way easement and temporary easement above to commence the Project.

More specifically, Section 61-16.1-09(2)(b)(3) requires the County Commission to hold a public meeting and to provide the Landowner no less than thirty days' notice of the meeting. The District will also attend the Commission meeting, along with Levi Hanson, the Landowner's main point of contact throughout the negotiation process. Prior to the public meeting, Mr. Hanson and the District will verify neither the District nor any of its agents referenced or threatened quick take eminent domain during the informal and formal negotiation process.

While the District takes all landowners' rights very seriously, the District also has an obligation to acquire the right of way easement and temporary easement necessary for the Project, and construction of the Project will not be possible without acquiring the right of way easement and temporary easement identified above. As the District will explain and verify for the Commission in more detail through this process, the District provided the Landowner with the District's appraisal as the starting point for negotiations, then attempted to negotiate further with the Landowner over the course of several months. This step is not one the District takes lightly; quick take eminent domain is a serious undertaking, and the District has negotiated in good-faith with the Landowner to avoid this process. Despite the District's efforts to be fair in both the informal and formal negotiations with the Landowner, unfortunately, the parties have not reached a mutually acceptable agreement for the acquisition of the right of way easement and temporary easement.

The District respectfully requests that the Cass County Commission proceed with the public meeting process under Section 61-16.1-09(2)(b)(3) regarding the Landowner and the right of way easement and temporary easement identified in this letter. Further, the District respectfully requests that the Cass County Commission ultimately approve the District's use of quick take eminent domain to take possession of the right of way easement and temporary easement identified above so the Project may proceed. For your information, while the County conducts the process under Section 61-16.1-09(2)(b)(3), the District still hopes the parties can arrive at a mutually-acceptable agreement.

Steinweg
Parcel No. 32-0000-03006-030
April 19, 2024

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Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer, Secretary-Treasurer
Maple River Water Resource District
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
hinkemeyerm@casscountynd.gov

cc: Levi Hanson, Right of Way Negotiator
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney
Katherine Naumann, Assistant Cass County State's Attorney
Taylor Kaushagen, Cass County Commission Assistant



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

April 26, 2024

UPS – DELIVERY CONFIRMATION

Sidney Steinweg

6709 Dublin Loop W.

Colorado Springs, CO 80918-1230

Re: Cass County Commission
Davenport Flood Risk Reduction Project
Invitation to Attend Public Meeting
Parcel Nos.: 32-0000-03006-030
UPS Tracking No.: 1Z271KTW0327025278

Greetings:

As you know, the MAPLE RIVER WATER RESOURCE DISTRICT (the "District") is proceeding with the Davenport Flood Risk Reduction Project ("Project") and is in the process of obtaining the right of way necessary to accommodate the Project. You have been in negotiations with the District and its agents regarding right of way the District must acquire from you for the Project. The District copied the Commission on the following letters the District sent to you regarding the District's negotiations with you:

- Letter dated November 3, 2023, enclosing the District's appraisal for the acquisition of the right of way easement and temporary easement from you, along with a proposed Purchase Agreement;
- Letter dated December 5, 2023, inviting you to meet with the District for purposes of negotiating compensation for the right of way easement and temporary easement to be acquired; and
- Letter dated March 7, 2024, notifying you the District planned to submit a request to the Cass County Commission (the "Commission") seeking immediate possession of the right of way easement and temporary easement necessary for the Project.

The District informed the Commission that you and the District have not reached a mutually-acceptable agreement, and have not signed a purchase agreement, regarding the right of way easement and temporary easement the District must purchase from you to accommodate the Project. With that in mind, the District recently requested approval from the Commission to utilize eminent domain to take possession of the right of way easement and temporary easement the District must acquire from you, in accordance with Section 61-16.1-09(2) of the North Dakota Century Code. The legal description of the necessary right of way easement and temporary easement is as follows:

Right of Way Easement:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.
AND

Temporary Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The Commission invites you to attend the Commission's meeting on June 17, 2024, at 3:30 p.m. The District will also participate in the meeting, along with the District's land agent, **Levi Hanson**, who has been your primary point of contact throughout the negotiation process. At the meeting, the Commission will ask the District to verify the District's compliance with Section 61-16.1-09(2). The Commission will ultimately vote on the District's use of eminent domain to take a right of way easement and temporary easement over your property in accordance with Section 61-16.1-09(2).

Alternatively, if you wish to participate in the Commission's June 17, 2024, public meeting via conference call or Microsoft Teams, please contact Taylor Kaushagen at (701) 241-5609 or kaushagent@casscountynd.gov as soon as possible so Ms. Kaushagen can assist you with the necessary arrangements.

Steinweg
April 26, 2024
Page 4

This Notice does not preclude you from continuing to work with the District regarding the right of way easement and temporary easement necessary for the Project. In fact, the Commission and the District encourage you to maintain contact with **Levi Hanson** and to continue discussions about the Project. **Levi Hanson of Moore Engineering, Inc.** is your point of contact regarding the Project. You can reach **Levi Hanson** at **(701) 551-1064** or levi.hanson@mooreengineeringinc.com.

Finally, North Dakota law requires the Commission to provide you with a description of the District's timeline regarding your right of way easement. The District must complete the acquisition of right of way necessary for construction of Project components on your property by Fall of 2024.

Sincerely,

CASS COUNTY COMMISSION



Robert Wilson, Cass County Administrator
Cass County Commission
211 Ninth Street South
Fargo, ND 58103
(701) 241-5609

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney
Katherine Naumann, Assistant Cass County State's Attorney
Kurt Lysne, Moore Engineering, Inc., Project Manager
Taylor Kaushagen, Administrative Assistant, Cass County Commission

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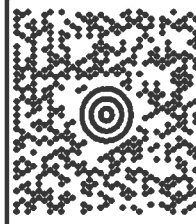


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 1100 19TH AVE N
 FARGO ND 58102-5906

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<p style="text-align: right;">1 OF 1</p> <p style="text-align: center;">1 LBS</p> <p>TAYLOR KAUSHAGEN 701-241-5609 CASS COUNTY GOVERNMENT 211 9TH STREET SOUTH FARGO ND 58103</p> <p>SHIP TO: SIDNEY STEINWEG 6709 DUBLIN LOOP WEST COLORADO SPRINGS CO 80918</p>	<p style="font-size: 2em;">CO 809 8-01</p>  	<p style="font-size: 1.5em;">UPS GROUND</p> <p>TRACKING #: 1Z 271 KTW 03 2702 5278</p> 	<p style="text-align: center;">BILLING: P/P</p>  <p style="font-size: 0.8em;">XOL 24.04.04 NV45 17.0A 04/2024*</p>
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thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

Temporary Easement

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the “Necessary Property.”

[¶5] Affiant is familiar with the records maintained by Moore Engineering, Inc., with respect to the Necessary Property and has reviewed all such records prior to executing this affidavit.

[¶6] Moore Engineering, Inc. has attempted to negotiate with Landowner to acquire the requisite right of way interests in the Necessary Property to accommodate the Project. Attached as **Exhibit A** is a log of all contacts Moore Engineering, Inc., has had with Landowner.

[¶7] The District has instructed Moore Engineering, Inc., to refrain from referencing, mentioning, or threatening quick take eminent domain during negotiations.


[¶8] I verify to the best of my knowledge, as a right of way negotiator for Moore Engineering, Inc., that nobody from Moore Engineering, Inc., has referenced, mentioned, or threatened quick take eminent domain to Landowner during negotiations.

Dated this 17 day of April, 2024.



Levi Hanson

Subscribed to and sworn to before me this 17th day of April, 2024.



Notary Public, Cass County, North Dakota

My Commission Expires: July 15, 2026

(SEAL)

EXHIBIT A



NEGOTIATOR REPORT & OWNERSHIP CONTACT

MOORE PROJECT NO.
19611

PROJECT Davenport Flood Risk Reduction Project
PARCEL(S) 32-0000-03006-070

LANDOWNER(S) Sidney Steinweg			
MAILING ADDRESS 6709 Dublin Loop W	CITY Colorado Springs	STATE CO	ZIP CODE 80918
TELEPHONE NUMBER(S) Sid - 719-590-9707	EMAIL ADDRESS sid@ccrtiming.com		

CONTACT NOTES AND REMARKS		
DATE	TIME	CONTACT TYPE
4/4/2023	12:00pm	Offer Packet
NOTES Offer packet sent out		
3/1/2024	1:28pm	Phone
NOTES Spoke with Sid, he still would like \$18k/ac. Setup meeting for 3/8/24.		
3/7/2024	11:28am	Phone
NOTES Spoke with Sid, confirmed 3/8 meeting.		
3/8/2024	1:00pm	Teams Meeting
NOTES Met with Sid, went over history and need for project more in depth.		
4/12/2024	1:39pm	Phone
NOTES Spoke with Sid, still would like \$18k/ac. He believes the land should be valued as development land and that is the value he places on the land.		
NOTES 		

CONTACT NOTES AND REMARKS

DATE	TIME	CONTACT TYPE
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DATE	TIME	CONTACT TYPE
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DATE	TIME	CONTACT TYPE
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ADDITIONAL COMMENTS/REMARKS

I certify that I have no current or prospective interest in the property that is subject to the valuation, either direct or indirect, and that my compensation is not based on the amount of the valuation.

ROW AGENT	
NAME	
AGENCY	
SIGNATURE	DATE

CLIENT AGENT	
NAME	
AGENCY	
SIGNATURE	DATE

AFFIDAVIT OF RODGER OLSON FOR CASS COUNTY COMMISSION

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

[¶1] I, Rodger Olson, do hereby state on oath:

[¶2] I serve as Chair of the Maple River Water Resource District (the “District”).

[¶3] The District is developing and plans to construct the Davenport Flood Risk Reduction Project (the “Project”); the District is in the process of acquiring the right of way necessary to accommodate the Project.

[¶4] The District has concluded acquisition of a Right of Way Easement and Temporary Easement in and to real property owned by Sidney Steinweg (“Landowner”) is necessary for the Project.

[¶5] State funds have been made available for the Project.

[¶6] The real property owned by Landowner where a Right of Way Easement and Temporary Easement must be acquired by the District for the Project is located in Cass County, North Dakota, more fully described as follows:

Right of Way Easement:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a

distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

Temporary Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the “Necessary Property.”

[¶7] The District has fulfilled the required negotiation steps in accordance with subsection 2 of section 61-16.1-09 of the North Dakota Century Code.

[¶8] The District sent a written offer of just compensation to Landowner by certified mail, along with an appraisal and purchase agreement, on November 3, 2023. A copy of the offer (without the appraisal that was included) is attached as **Exhibit 1**.

[¶9] The District and Landowner have not reached an agreement regarding compensation, and more than fifteen days passed since Landowner's receipt of the offer before the District proceeded with the next step in the formal process, inviting Landowner to a meeting.

[¶10] On December 5, 2023, the District sent Landowner a written request for a meeting, by certified mail; a copy of the written request for a meeting with Landowner is attached as **Exhibit 2**.

[¶11] The District and Landowner have not reached an agreement regarding compensation, and more than thirty days have passed since Landowner's receipt of the request for a meeting.

[¶12] On March 7, 2024, the District sent Landowner a written notice of intent to take possession of the Right of Way Easement and Temporary Easement, by certified mail. A copy of the notice of intent is attached as **Exhibit 3**.

[¶13] The District has retained Moore Engineering, Inc., to conduct right of way negotiations on the District's behalf for the Project; Moore Engineering, Inc., has been in direct contact with Landowner. The District instructed Moore Engineering, Inc., not to reference, mention, or threaten quick take eminent domain during negotiations. Our right of way negotiators at Moore Engineering, Inc., have verified they have not referenced, mentioned, or threatened quick take eminent domain during the course of negotiations with Landowner.

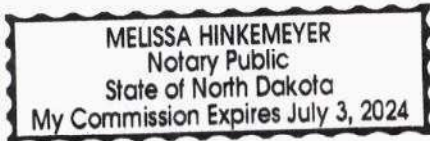
[¶14] I verify there have been no references, mention, or threats of quick take eminent domain by the District during negotiations.

Dated this 19th day of April, 2024.

Rodger Olson

Rodger Olson, Chair
Maple River Water Resource District

Subscribed to and sworn to before me this 19th day of April, 2024.



Mel Hinkemeyer

Notary Public, Cass County, State of North Dakota

(SEAL)



EXHIBIT 1

November 3, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maple River Water Resource District

Sidney Steinweg
6709 Dublin Loop W.
Colorado Springs, CO 80918-1230
Certified No. 7020 3160 0002 3198 5300

Rodger Olson
Chairman
Leonard, North Dakota

Darla M. Jelen
3908 Kodiak Rd NE
Rio Rancho, New Mexico 87144
Certified No. 7020 3160 0002 3198 5317

Gerald Melvin
Manager
Buffalo, North Dakota

Juli L. Dyre
17838 Goldeneye Lane
Park Rapids, Minnesota 56470
Certified No. 7020 3160 0002 3198 5324

Chad Miller
Manager
Buffalo, North Dakota

Re: Maple River Water Resource District
Davenport Flood Risk Reduction Project No. 2020-01
Formal Negotiations and Written Offer of Just Compensation
Parcel No.: 32-0000-03006-030

Greetings:

The Maple River Water Resource District (the "District") is in the process of acquiring property interests necessary for the Davenport Flood Risk Reduction Project No. 2020-01 (the "Project"), and the District has been in discussions with you regarding right of way the District must acquire from you to accommodate the Project. The District directed me to provide you this letter as the District's formal offer to purchase a right of way easement from you. More specifically, to accommodate the Project, the District must acquire a right of way easement from you over property located in Cass County and identified as Parcel Identification Number 32-0000-03006-030. The legal description of the property to be acquired is:

Right of Way Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to the westerly line of that certain tract

Carol Harbeke Lewis
Secretary-Treasurer

1201 West Main Avenue
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
www.casscountynđ.gov

described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

Temporary Easement Property:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Enclosed is an appraisal regarding the value of the right of way easement the District must acquire from you, as determined by a licensed North Dakota appraiser. As you can see from the appraisal, the appraiser indicated the value of the right of way easement the District must acquire from you is \$44,240.00. The District approved the appraisal, and this letter is the District's offer to you in the amount of \$44,240.00 as just compensation to purchase the right of way easement from you for the Project. If you are willing to accept the District's offer, please sign the enclosed *Purchase Agreement* and return it to the District in the enclosed self-addressed, stamped envelope.

You are encouraged to maintain contact with the land agent assigned to your property. **Levi Hanson** of Moore Engineering, Inc. can be reached at (701) 551-1064 or levi.hanson@mooreengineeringinc.com. Levi Hanson is your point of contact for

Steinweg, et al
Parcel No. 32-0000-03006-030
November 3, 2023
Page 4

getting answers to any questions you have about the Project and acquisition of the right of way easement from you for the Project.

For your information, North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement. If you do not accept the District's offer of just compensation and do not return a signed purchase agreement within fifteen (15) days, the District will send you a written request to discuss the Project and the required right of way easement to be acquired at an upcoming Maple River Water Resource District meeting. Ultimately, the District must conclude all negotiations and complete all acquisitions by Spring 2024.

We look forward to reaching a mutually acceptable agreement to resolve this matter. Thank you for your consideration.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT



Carol Harbeke Lewis, Secretary-Treasurer
Maple River Water Resource District
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynd.gov

Enclosures: 1. Narrative Appraisal Report
2. Purchase Agreement
3. Self-Addressed/Stamped Envelope

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney

**PURCHASE AGREEMENT
(RIGHT OF WAY EASEMENT)**

THIS AGREEMENT is made this ____ day of _____, 2023, by **Sidney Steinweg**, with a post office address of 6709 Dublin Loop W., Colorado Springs, Colorado 80918-1230; **Darla M. Jelen**, with a post office address of 3908 Kodiak Rd NE, Rio Rancho, New Mexico 87144; **Juli L. Dyre**, with a post office address of 17838 Goldeneye Lane, Park Rapids, Minnesota 56470 (“Seller”); and the **Maple River Water Resource District**, a North Dakota political subdivision, with a post office address of 1201 West Main Ave., West Fargo, North Dakota 58078, (the “District”).

RECITALS

A. The District previously conducted an assessment vote and related legal proceedings to create the DAVENPORT FLOOD RISK REDUCTION PROJECT NO. 2020-01 and its corresponding assessment district to provide flood protection for the City of Davenport and adjacent properties (the “Project”); the District must acquire certain real property interests for purposes of constructing, managing, operating, and maintaining the Project.

B. Seller owns certain real property necessary for the Project, and the District must acquire certain interests in Seller’s property, as more specifically described below, for purposes of constructing, managing, operating, and maintaining the Project.

C. Seller agrees to sell the property described below to the District, and to convey the easement rights described below to the District, all subject to the terms and conditions contained in this Agreement.

In consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Right of Way Easement Property.** Seller agrees to sell, and the District agrees to purchase, a Right of Way Easement in, on, over, under, across and through the following real property in Cass County, North Dakota:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument designating the northeast corner of the Northeast Quarter of said Section 2; thence South 02 degrees 33 minutes 38 seconds East (assumed bearing) along the east line of said Northeast Quarter for a distance of 1961.98 feet to

the westerly line of that certain tract described in Document No. 1440579, on file and of record in the office of the Recorder, said County and the point of beginning; thence southwesterly along the westerly line of said tract for a distance of 194.26 feet along a non-tangential curve, concave to the northwest, having a radius of 1080.00 feet, a central angle of 10 degrees 18 minutes 21 seconds and a chord bearing of South 25 degrees 43 minutes 37 seconds West; thence North 59 degrees 07 minutes 12 seconds West for a distance of 105.00 feet; thence northeasterly for a distance of 333.92 feet along a non-tangential curve, concave to the northwest, having a radius of 975.00 feet, a central angle of 19 degrees 37 minutes 21 seconds and a chord bearing of North 21 degrees 04 minutes 07 seconds East; thence North 87 degrees 26 minutes 22 seconds East for a distance of 46.37 feet to the east line of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 191.46 feet to the point of beginning.

Said tract contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1194.77 feet to the westerly right-of-way line of Red River Valley and Western Railroad and the point of beginning; thence continuing South 02 degrees 33 minutes 38 seconds East along the east line of said Northeast Quarter for a distance of 278.49 feet; thence North 44 degrees 41 minutes 45 seconds West for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter;

thence North 86 degrees 51 minutes 14 seconds East along the north line of said Northeast Quarter for a distance of 28.11 feet to the westerly right-of-way line of said Railroad; thence South 31 degrees 38 minutes 49 seconds East along the westerly right-of-way line of said Railroad for a distance of 1359.46 feet to the point of beginning.

Said tract contains 3.97 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the “Right of Way Easement Property.”

Under this Agreement, Seller will grant and convey to the District, and the District’s officers, assigns, employees, agents, representatives, and contractors, a permanent and perpetual right of way easement upon, over, in, under, across, and through the Right of Way Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, managing, modifying, operating, maintaining, repairing, and improving the Project and related appurtenances, including a channel and side slopes with containment berms, retention structures, wetland features, river control structures, mobility improvements, recreational facilities, utilities determined in the discretion of the District to be necessary as a result of the Project in order to accommodate the Project (including the right to grant or permit third-party utility providers to utilize the Right of Way Easement Property for utility purposes) and other improvements; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; inundating the Right of Way Easement Property with water; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Right of Way Easement Property; planting vegetation and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, management, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Right of Way Easement Property. The District is not responsible for pre-existing environmental contamination or liabilities.

2. **The Temporary Easement Property.** Seller agrees to grant and convey to the District a Temporary Easement upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

That part of the Northeast Quarter of Section 2, Township 137 North, Range 51 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 1473.26 feet to the point of beginning; thence North 44 degrees 41 minutes 45 seconds West

for a distance of 72.55 feet; thence North 18 degrees 37 minutes 55 seconds West for a distance of 141.05 feet to a point on a line that is 195.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence North 31 degrees 38 minutes 49 seconds West parallel with the centerline of said Railroad for a distance of 1232.64 feet; thence North 03 degrees 08 minutes 45 seconds West for a distance of 199.70 feet to the north line of said Northeast Quarter; thence South 86 degrees 51 minutes 14 seconds West along the north line of said Northeast Quarter for a distance of 50.00 feet; thence South 03 degrees 08 minutes 45 seconds East for a distance of 212.40 feet to a point on a line that is 245.00 feet southwesterly of, as measured at a right angle to and parallel with the centerline of said Railroad; thence South 31 degrees 38 minutes 49 seconds East parallel with the centerline of said railroad for a distance of 1239.64 feet; thence South 18 degrees 37 minutes 55 seconds East for a distance of 146.91 feet; thence South 44 degrees 41 minutes 45 seconds East for a distance of 139.39 feet to the east line of said Northeast Quarter; thence North 02 degrees 33 minutes 38 seconds West along the east line of said Northeast Quarter for a distance of 74.53 feet to the point of beginning.

Said tract contains 1.94 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the “Temporary Easement Property Easement Property.”

Under the Temporary Easement, Grantor will grant to the District, its officers, employees, agents, representatives, and contractors, a temporary easement upon, over, in, under, across, and through the Temporary Easement Property for the following purposes: temporary access for constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay and silt; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Temporary Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Temporary Easement Property. The District's rights under the Temporary Easement will commence on the date Grantor executes the Temporary Easement and will expire on the third anniversary of the date Grantor executes the Temporary Easement, unless the District completes construction of the Project sooner, in which case the Temporary Easement will expire upon the District's completion of construction. Prior to closing, the District will have those access rights regarding the Temporary Easement Property identified in this Agreement.

3. **Fixtures, Structures, and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Right of Way Easement Property and the Temporary Easement Property on the date of closing will automatically become the District's property, without the need for any bill of sale or any other written instrument or agreement. Seller shall not remove any property considered a portion of the real estate (fixtures, materials or improvements), nor salvage any materials from the Right of Way Easement Property or the Temporary Easement Property.

4. **Purchase Price.** The purchase price for the easement rights being acquired in and to the Right of Way Easement Property is \$42,300.00, plus the purchase price for the easement rights being acquired in and to the Temporary Easement Property in the amount of \$1,940.00, for a total purchase price of \$44,240.00 (the "Purchase Price"). The District will pay Seller \$44,240.00, less any amounts required to satisfy and release any mortgages, liens, or encumbrances affecting the Right of Way Easement Property and the Temporary Easement Property, by check at closing. Seller further acknowledges the Purchase Price paid by the District under this Agreement represents full and final payment to Seller as compensation or damages regarding the Right of Way Easement Property and the Temporary Easement Property; any and all severance damages; any buildings, structures, fixtures, personal property, or other items left on the Right of Way Easement Property and the Temporary Easement Property; or the Project. Subject to the provisions on relocation assistance described more fully below, if applicable, Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.

5. **Relocation Assistance.** As a direct result of the Project, Seller may qualify as a "displaced person", as that term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, et seq.), and under Chapter 54-01.1 of the North Dakota Century Code, as amended. Under State and Federal law, Seller may qualify for relocation assistance payments. However, the parties agree the Purchase Price does not contemplate any relocation assistance payments; rather, if Seller qualifies as a "displaced person", and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments, if any, in a separate written agreement between the parties.

6. **Closing and Possession.** Closing will occur on or before _____, 20__, unless extended for purposes of correcting title or unless otherwise agreed by the parties. At closing, Seller will execute and deliver to the District a Right of Way Easement conveying good and marketable title to the easement rights described above in and to the Right of Way Easement Property free and clear of all mortgages, liens, or any other encumbrances. In addition, Seller will execute and deliver to the District a Temporary Easement conveying the easement rights described above, to the District free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing. The District's easement rights in and to the Right of Way Easement Property and Temporary Easement Property shall commence at closing.

7. **Tenants**. If applicable, Seller will promptly notify any of Seller's Tenants of this Agreement, of the Project, of the District's rights under this Agreement, and of the potential for disruption of any Tenants' rights regarding the Right of Way Easement Property and the Temporary Easement Property prior to closing. Additionally, Seller will promptly provide the District with any Tenants' contact information. The District will not be liable or otherwise responsible to any of Seller's Tenants for interference with any Tenants' rights regarding the Right of Way Easement Property and the Temporary Easement Property.

8. **Taxes**. Seller is solely responsible for paying all taxes and special assessments or assessments for special improvements due, levied, or assessed for all taxes and assessments with respect to the Right of Way Easement Property and the Temporary Easement Property; the District will not be responsible for payment of any taxes or assessments regarding the Right of Way Easement Property and the Temporary Easement Property at any time.

9. **Risk of Loss**. Seller shall remain responsible for all taxes, mortgage payments, insurance premiums and bear the risk of loss up to and through the date of closing with respect to general liability, liability for personal injury, and any damage or casualty loss, or resulting from the use, occupancy and maintenance of the Right of Way Easement Property and the Temporary Easement Property.

10. **Closing Costs**. The District will be responsible for the costs of updating Abstracts, title examination fees, preparation of the Right of Way Easement, preparation of the Temporary Easement, preparation of this Agreement, preparation and expenses of any survey, and all costs related to title examination. Seller will be responsible for the costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.

11. **Forbearance or Waiver**. The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

12. **Survival**. The terms of this Agreement will survive the closing on the Right of Way Easement Property and the Temporary Easement Property.

13. **Assignment**. Seller will not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the District.

14. **Governing Law**. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

15. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.

16. **Entire Agreement.** This Agreement, together with the relevant closing documents, as well as the Right of Way Easement, and the Temporary Easement, and including any amendments to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

17. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

18. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

19. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

20. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

21. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

22. **Counterparts.** This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

MAPLE RIVER WATER RESOURCE
DISTRICT

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

SELLER

SIDNEY STEINWEG

SELLER

DARLA M. JELEN

SELLER

JULI L. DYRE

4864-2121-9188, v. 2

7020 3160 0002 3198 5300

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Certified Mail Fee \$ 4.35

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 3.55

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ 3.20

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ 4.23

Total Postage and Fees \$ 12.13

Postmark Here

Sr Sidney Steinweg KLT
 Si 6709 Dublin Loop W. Maple River WRD
 C Colorado Springs, CO 80918-1230 #17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Sidney Steinweg</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Sidney Steinweg</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Sidney Steinweg 6709 Dublin Loop W. Colorado Springs, CO 80918-1230</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7020 3160 0002 3198 5300</p>	<p>TEMPLETON STATION NOV 7 2023 COLORADO SPRINGS CO 80918</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

7020 3160 0002 3198 5324

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OFFICIAL USE	
Certified Mail Fee \$ <i>4.35</i>	Postmark Here
Extra Services & Fees (check box, add to postage rate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ <i>3.50</i>	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ <i>4.23</i>	
Total Postage and Fees \$ <i>12.13</i>	
Sent To \$ Juli L. Dyre <i>KLT</i> 17838 Goldeneye Lane Maple River WRD Park Rapids, MN 56470 #17-0003-08	
PS Form 3811, July 2020 PSN 7530-02-000-9053 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>Juli Dyre</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to: Juli L. Dyre 17838 Goldeneye Lane Park Rapids, MN 56470	B. Received by (Printed Name) <i>Juli Dyre</i> C. Date of Delivery <i>11-8-23</i>
2. Article Number (Transfer from service label) 7020 3160 0002 3198 5324	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No
9590 9402 7165 1251 0017 33	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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Certified Mail Fee	\$ 4.35	Postmark Here <i>NOV 6 2023</i>
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.55	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	Postage
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$ 4.23	Total Postage and Fees
Total Postage and Fees	\$ 12.13	

Darla M. Jelen
 3908 Kodiak Rd NE
 Rio Rancho, NM 87144

Maple River WRD
 #17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9053 or Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Darla Jelen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Darla Jelen</i></p> <p>C. Date of Delivery <i>Nov 6, 23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to:</p> <p>Darla M. Jelen 3908 Kodiak Rd NE Rio Rancho, NM 87144</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
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<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 7165 1251 0017 40</p> <p>7020 3160 0002 3198 5317</p>																	
<p>S Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>																

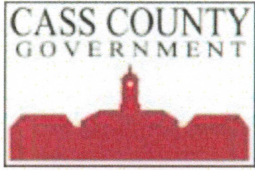


EXHIBIT 2

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maple River
Water Resource
District

December 5, 2023

Rodger Olson
Chairman
Leonard, North Dakota

Sidney Steinweg
6709 Dublin Loop W
Colorado Springs, CO 80918-1230
Certified No. 7020 3160 0002 3198 5331

Gerald Melvin
Manager
Buffalo, North Dakota

Darla M. Jelen
3908 Kodiak Road NE
Rio Rancho, NM 87144
Certified No. 7020 3160 0002 3198 7014

Chad Miller
Manager
Buffalo, North Dakota

Juli L. Dyre
17838 Goldeneye Lane
Park Rapids, MN 56470
Certified No. 7020 3160 0002 3198 7021

Greetings:

RE: Maple River Water Resource District
Davenport Flood Risk Reduction Project No. 2020-01
Request for Meeting
Parcel No.: 32-0000-03006-030

As you know, the Maple River Water Resource District (the “District”) is in the process of developing the Davenport Flood Risk Reduction Project No. 2020-01 (the “Project”). The District previously provided you a letter dated November 3, 2023; a copy of the District’s appraisal for your right of way (permanent and temporary); and a Purchase Agreement as the District’s offer of just compensation to purchase the right of way from you to accommodate the Project. The District’s letter specifically described the right of way the District must acquire from you for the Project. We have not received a signed Purchase Agreement from you, and we have not otherwise arrived at mutually acceptable terms regarding the District’s purchase of the right of way from you to accommodate the Project.

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynd.gov
casscountynd.gov

The District would like to discuss the District’s offer to purchase the right of way from you at an upcoming meeting. The District requests your participation at the District’s next meeting, on **January 4, 2024, at 9:00 a.m.** at the District’s office, located at 1201 Main Avenue West in West Fargo. Alternatively, you may attend virtually through Microsoft Teams or by telephone. If you prefer to participate virtually, please call the District office (701-298-2381) at least 24 hours in advance of the meeting so we can provide you the call-in information or the Microsoft Teams link.

Sidney Steinweg
Darla M. Jelen
Juli L. Dyre
Parcel No. 32-0000-03006-030
Page 2
December 5, 2023

The District hopes you will attend the January 4th meeting, either in person or virtually via Microsoft Teams or telephone, to discuss the Project and the right of way the District must acquire from you to accommodate the Project.

Levi Hanson of Moore Engineering, Inc., is the District's land agent for the Project and Levi will be your point of contact for any questions you have about the Project or the right of way the District must acquire from you. You can contact Levi Hanson at **(701) 551-1064** or by email at **levi.hanson@mooreengineeringinc.com**.

North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way. The District must conclude all negotiations and complete the acquisition of the right of way necessary for construction of Project components on your property by Spring 2024.

The District hopes you will attend the District's January 4th meeting to discuss the Project and the right of way the District must acquire from you. The District looks forward to meeting with you.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT



Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynd.gov

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney
Katherine Naumann, Assistant Cass County State's Attorney

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Certified Mail Fee	\$	4.35	
Extra Services & Fees (check box, add to postage)	\$		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$		
<input type="checkbox"/> Return Receipt (electronic)	\$		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$		
<input type="checkbox"/> Adult Signature Required	\$		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$		
Postage	\$.63	
Total Postage and Fees	\$	8.53	

Sent To

Sidney Steinweg
6709 Dublin Loop W.
Colorado Springs, CO 80918-1230

Maple River WRD
#17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p><input checked="" type="checkbox"/> <i>Sidney Steinweg</i> <input type="checkbox"/> Agent</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p>Sidney Steinweg 6709 Dublin Loop W. Colorado Springs, CO 80918-1230</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Sidney Steinweg</i> <i>12/20/23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p style="text-align: center;"> </p> <p style="text-align: center; font-weight: bold;">9590 9402 6499 0346 6385 09</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7020 3160 0002 3198 5331</p>	<p style="text-align: right;">Domestic Return Receipt</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053

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Certified Mail Fee \$ 4.35
 Extra Services & Fees (check box, add fee to appropriate)
 Return Receipt (hardcopy) \$ 3.75
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____

Postage \$ _____
 Total Postage and Fees \$ 8.50



Juli L. Dyre
 17838 Goldeneye Lane
 Park Rapids, MN 56470

KLT
 Maple River WRD
 #17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0002 3198 7021

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature x <u>Juli Dyre</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Juli Dyre</u> C. Date of Delivery <u>12-12-23</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Juli L. Dyre 17838 Goldeneye Lane Park Rapids, MN 56470</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7020 3160 0002 3198 7021</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>



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7020 3160 0002 3198 7014

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Extra Services & Fees (check box, add fees as appropriate)		3.55
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	



Postage	\$.63
Total Postage and Fees	\$	8.93

Darla M. Jelen
 3908 Kodiak Rd NE
 Rio Rancho, NM 87144
 #17-0003-08
 PS Form 3800, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions



EXHIBIT 3

March 7, 2024

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maple River
Water Resource
District

Sidney Steinweg
6709 Dublin Loop W.
Colorado Springs, CO 80918-1230
Certified No. 7018 0680 0001 4854 8585

Rodger Olson
Chairman
Leonard, North Dakota

Re: Maple River Water Resource District
Davenport Flood Risk Reduction Project No. 2020-01
**NOTICE OF INTENT TO TAKE POSSESSION OF RIGHT OF
WAY EASEMENT AND TEMPORARY EASEMENT**
Parcel No.: 32-0000-03006-030

Gerald Melvin
Manager
Buffalo, North Dakota

Chad Miller
Manager
Buffalo, North Dakota

Greetings:

As you know, the Maple River Water Resource District (the “District”) is in the process of developing the Davenport Flood Risk Reduction Project No. 2020-01 (the “Project”). On behalf of the District, I previously provided you a letter dated November 3, 2023, a copy of the District’s appraisal for your right of way easement and temporary easement, and a purchase agreement as the District’s offer of just compensation to purchase a right of way easement and temporary easement from you. In addition, I also provided you a letter dated December 5, 2023, to invite you to meet with the District for purpose of discussing the acquisition of a right of way easement and temporary easement in and to your property. The parties have conducted the informal and formal negotiation procedures required by law but, unfortunately, the parties have not yet reached a mutually-acceptable agreement regarding compensation for the District’s purchase of the right of way easement and temporary easement from you to accommodate the Project.

Melissa Hinkemeyer
Secretary-Treasurer

1201 West Main Avenue
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
www.casscountynд.gov

This letter is the District’s NOTICE OF INTENT TO TAKE POSSESSION OF RIGHT OF WAY EASEMENT AND TEMPORARY EASEMENT. If we do not have an agreement, the District will be requesting approval from the Cass County Commission to take possession of a right of way easement and a temporary easement in and to your property. The County will provide you with at least 30 days’ notice of a public meeting, and will invite you to the meeting, to discuss the District’s request.

Steinweg
Parcel No. 32-0000-03006-030
March 7, 2024

Page 2

This NOTICE does not preclude the parties from continuing negotiations. The District still hopes the parties can arrive at a mutually-acceptable agreement.

You are encouraged to maintain contact with the land agent assigned to your property. **Levi Hanson of Moore Engineering, Inc.** can be reached at (701) 551-1064 or levi.hanson@mooreengineeringinc.com. **Levi Hanson** is your point of contact for getting answers to any questions you have about the Project and acquisition of the right of way and temporary easement from you for the Project.

North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement temporary easement. Ultimately, the District must conclude all negotiations and complete all acquisitions by Spring 2024.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Melissa Hinkemeyer

Melissa Hinkemeyer, Secretary
Maple River Water Resource District
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
HinkemeyerM@casscountynd.gov

cc: Levi Hanson, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Kurt Lysne, Moore Engineering, Inc., Project Manager
Robert Wilson, Cass County Administrator
Chad Peterson, Chair, Cass County Commission
Duane Breitling, Cass County Commission
Kimberlee J. Hegvik, Cass County State's Attorney
Katherine Naumann, Assistant Cass County State's Attorney

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Certified Mail Fee	\$	4.40
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$	2.35
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$.64
Total Postage and Fees	\$	8.69

Postmark Here: MAY 07 ST. FARGO, ND

Sidney Steinweg KLT
 6709 Dublin Loop W. Maple River WRD
 Colorado Springs, CO 80918-1230 #17-0003-08

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Sidney Steinweg 6709 Dublin Loop W. Colorado Springs, CO 80918-1230</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restrict. Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7018 0680 0001 4854 8585</p>	
<p>9590 9402 7165 1251 0030 03</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>